

BEFORE THE SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

THE APPLICATION OF
DELTEL, INC. CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO
TRANSACTION THE BUSINESS OF A RESELLER
OF INTEREXCHANGE TELECOMMUNICATION
SERVICES AND FOR MODIFIED
ALTERNATIVE REGULATION

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DOCKET NO.

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SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

APPLICATION FOR AUTHORIZATION

DELTEL, INC. (hereinafter "Applicant") respectfully requests that the State of South Carolina Public Service Commission ("Commission") grant Applicant authority pursuant S.C. Code Annotated Section 58-9-520 and R. 103-834 of the Commission's Rules to provide intrastate telecommunications services to the public within South Carolina through the resale of similar services offered by other interexchange carriers ("IXCs") in the state. Applicant further requests, pursuant to R. 103-803, that the Commission waive application to it of R. 103-610. Pursuant to S.C. Code Ann. Section 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its long distance business services, consumer card, and operator service offerings as described below in accordance with the principles and procedures established for related regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C as modified by Order No. 2001-997. Applicant, for purposes of verification, and in evidence of its fitness to operate and the public need for its services, offers the following information in support of this Application:

Identification of the Applicant

1. Applicant maintains its headquarters at 610 Newport Center Drive, Suite 330, Newport Beach, CA 92660. Applicant is incorporated under the laws of the State of California. A copy of the Company's Certificate of Incorporation is attached hereto as **Exhibit A**. Applicant has

authority to transact business within the State of South Carolina as a foreign corporation. A copy of the qualifying document is set forth in **Exhibit B** hereto.

2. Correspondence regarding this Application should be directed to:

Bonnie Shealy, Esquire
Robinson, McFadden & Moore, P.C.
Post Office Box 944
Columbia, SC 29202
Telephone (803) 779-8900
Facsimile (803) 252-0724

With copy to:

Patrick D. Crocker
EARLY, LENNON, CROCKER, & BARTOSIEWICZ, P.L.C.
900 Comerica Building
Kalamazoo, Michigan 49007-4752
(269) 381-8844

Description of Authority Requested

3. Applicant seeks authority to operate as a reseller of inter- and intraexchange intrastate telecommunications services to the public on a statewide basis. Applicant seeks authority to offer a full range of "1+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, out-WATS and in-WATS services.

4. Applicant does not intend to provide 900 or 700 services.

5. Applicant owns no transmission facilities. Applicant will offer service to its subscribers using facilities of the communications network of QWEST, other facilities-based IXC's, and the local exchange telephone companies ("LECs").

6. Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this Application. Applicant will operate exclusively as a reseller.

7. Applicant will abide by all rules governing telecommunications resellers that the Commission has promulgated or may promulgate in the future, unless application of such rules in

specifically waived by the Commission.

Proposed Services

8. Applicant provides telecommunications services to residential and business users. Applicant combines high quality transmission services with very competitive rates, flexible end user billing, professional customer service and excellent reporting to create a unique blend that meets the individualized needs of such customers.

9. Applicant intends to engage in "switchless" resale. Applicant will arrange for the traffic of underlying subscribers to be routed directly over the networks of Applicant's network providers.

10. Applicant is committed to the use of ethical sales practices. All distributors of its products must commit in writing to market Applicant's services in a professional manner, and to fairly and accurately portray Applicant's services and the charges for them.

Description and Fitness of Applicant

11. Applicant's officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. In support of Applicant's managerial and technical ability to provide the services for which authority is sought herein Applicant submits a description of the background and experience of its current management team as **Exhibit C**. In support of Applicant's financial ability to provide the services contemplated herein, Applicant attaches recent financials as **Exhibit D**.

Public Interest Considerations

12. Applicant's entry into the South Carolina marketplace is in the public interest because Applicant intends to make a uniquely attractive blend of service quality, network management and reporting, and low rates available.

13. In addition to the direct benefits delivered to the public by its services, Applicant's entry into the South Carolina marketplace will benefit the public indirectly by increasing the

competitive pressure felt by existing IXC's, spurring them to lower costs and improve services in response.

Alternative Regulatory Treatment

14. Applicant is a non-dominant reseller of interexchange telecommunications services. Applicant requests to be regulated by the Commission in the same relaxed fashion extended to other, similarly situated resellers. In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, this Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relation in the manner in which AT&T was regulated. Applicant submits that as a competitor of AT&T in the market for providing telecommunication services to customers it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its long distance business services, consumer card services, and operator service offerings be regulated under this form of relaxed regulation.

In Commission Order 2001-997 the Commission imposed a maximum cap of \$1.75 for operator surcharges and a cap of \$0.35 related to the flat per-minute rate associated with operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected that local exchange carrier as their toll provider.

Both because of the level of competition found by the Commission in Docket No. 95-661-C and because of the Commission's decision to permit AT&T greater rate flexibility, Applicant submits that it is critical to the continued development of a competitive market for telecommunication services that the relaxation of regulation described in Orders No 95-1734 and 96-55 as modified by Order No. 2001-997 be applied to these service offerings.

Initial Proposed Tariff

15. Applicant proposes to offer service pursuant to the rules, regulations, rates and other terms and conditions included in Applicant's initial proposed tariff which is attached hereto

as **Exhibit E**. Billing, payment, credit, deposit and collection terms are set forth in Applicant's proposed tariff.

Waivers

16. Applicant requests a waiver of the Commission's requirement under 26 S.C. Regs. 103-610 to keep its books and records in the State of South Carolina. It would present a hardship upon the company to maintain a separate set of books in South Carolina since the company's headquarters are located in California. The company will have a registered agent located within the state and understands that it will bear any costs associated with the Commission's inspection of its books and records.

17. Applicant also requests a waiver of any Commission policy that would require it to maintain its books under the Uniform System of Accounts ("USOA") method. The company currently uses Generally Accepted Accounting Principals ("GAAP") to maintain its books. Therefore, it would create a hardship to maintain a separate accounting system.

Conclusion

18. A decision by the Commission to grant Applicant a Certificate of Public Convenience and Necessity is plainly in the public interest. Applicant will introduce important new products and services at very competitive rates as well as enhance the competitiveness of the overall long distance market in South Carolina.

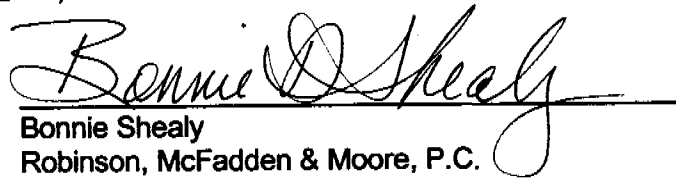
WHEREFORE, DELTEL, INC., respectfully requests that this Commission grant it authority to transact the business of a reseller of interexchange telecommunications services within the State of South Carolina, that the Commission regulate it in a streamlined fashion and that the Commission approve Applicant's initial tariff effective on the date of the Order granting authority.

Respectfully submitted,

DELTEL, INC.

Dated: December 20, 2004

By:



Bonnie Shealy
Robinson, McFadden & Moore, P.C.
PO Box 944
Columbia, SC 29202
(803) 779-8900
Its: Local Counsel

Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007-4752
(616) 381-8844
Its: Attorneys

EXHIBIT A

Certificate of Incorporation



**SECRETARY OF STATE
CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That on the **23RD** day of **SEPTEMBER 2002**, **DELTEL, INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of July 7, 2003.

Kevin Shelley
KEVIN SHELLEY
Secretary of State

EXHIBIT B

**Certificate of Authority to Transact Business
in the State of South Carolina**

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

DELTEL, INC.,

a corporation duly organized under the laws of the state of **CALIFORNIA** and issued a certificate of authority to transact business in South Carolina on **November 22nd, 2004**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
30th day of November, 2004.

A handwritten signature of Mark Hammond in black ink, written over a horizontal line.

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. It is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA

NOV 22 2004

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) DELTEL, INC.
2. It is incorporated as (check applicable item) [☒] a general business corporation, [☐] a professional corporation, under the laws of the state of California
3. The date of its incorporation is September 23, 2002 and the period of its duration is perpetual
4. The address of the principal office of the corporation is 610 Newport Center Drive in the
Street Address
city of Newport Beach and the state of CA 92660
Zip Code
5. The address of the proposed registered office the state of South Carolina is
5 Exchange Street in the city of Charleston in
Street Address
South Carolina 29401
Zip Code
6. The name of the proposed registered agent in this state at such address is
B. Allston Moore, Jr.
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Signature of the Registered Agent

041130-0243
DELTEL, INC.

FILED: 11/22/2004

Filing Fee: \$135.00 ORIG

Mark Hammond

South Carolina Secretary of State

DELTEL, INC.

Name of Corporation

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a) Name of Directors

Business Address

Kirk Waldfogel

610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

Ian Welsh

610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

b) Name and Office
of Principal Officers

Business Address

Kirk Waldfogel, Pres., CEO, Secy.

610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

Ian Welsh, Treasurer

610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)

Authorized Number of Each Class (and Series)

Common

10,000,000

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230):

Date 8-2-04

DELTEL, INC.

Name of Corporation

Signature

Robert G. Huff V.P. Operations
Type or Print Name and Office

EXHIBIT C

Background and Experience of Management Team

Kirk Waldfogel

Kirk Waldfogel is the president and chief executive officer of DeITel, Inc. DeITel's product offering includes a virtual PBX solution and unified communication platform called PBNNext which offers automated attendant, voicemail, call waiting, and call transferring, call hold, caller ID and much more to the small business marketplace through direct sales and resellers. Waldfogel brings more than twelve years experience in sales team management, organizational development and entrepreneurial ventures to his position. His current responsibilities include overseeing all product development, client relations, operations and company strategy.

Prior to DeITel, he was the executive vice president and chief information officer of Wazzu Corporation, an Internet Service Provider that specialized in a suite of turnkey solutions for the small business market. He was responsible for the creation, management and implementation of Internet product development, site development tools and e-commerce tools. He also established internal operational procedures, designed the information systems backbone and managed all of the data for the company.

Waldfogel has supervised MIS projects including the development of an inventory management system for a major Video rental chain, Telco provisioning systems for an AT&T reseller, and directed the creation of a customer relationship management application designed for the fine art vertical.

Waldfogel studied management information systems at the University of Arizona.

Robert G. Huff
Director of Operations

Mr. Huff has been employed by DelTel, Inc. in Newport Beach, California since February, 2003. Prior to coming to the corporation, Mr. Huff served as a senior executive with generalist staff and operations experience for public and private sector businesses, in the pharmaceutical, behavioral care, manufacturing and entertainment industries.

Most recently, prior to joining DelTel, Inc., Mr. Huff was co-founder, an officer and director of a behavioral care, addiction medicine, treatment corporation. He was designated by the Federal Drug Enforcement Administration (DEA), Alcohol Drug Program Administration (ADP), Food and Drug Administration (FDA) and State Pharmaceutical Boards, as Responsible Head of 30 corporate treatment facilities located in seven states. Mr. Huff served as the Regulatory and Compliance Officer for the corporation, responsible for local, state and federal licensure.

EXHIBIT D

Financials

DeITel, Inc.
Balance Sheet
As of September 23, 2004

Sep 23, 04

ASSETS

Current Assets

Checking/Savings

Cal Fed Expense Account	1.29
CalFed Main Checking	258.42
Deposit Only Account	16.58
Petty Cash	1,613.00
UB - Deposit Only	7,428.52
UB - Expense Account	84.00
UB - Main	5,005.98
UB - Savings	4,950.31

Total Checking/Savings 19,358.10

Accounts Receivable

Accounts Receivable 767,241.92

Total Accounts Receivable 767,241.92

Other Current Assets

Employee Advances	64,146.00
Inventory Asset	-379,451.70
Non - Reimbursable Expenses	-1,319.70
Security Deposit	9,258.42

Total Other Current Assets -307,366.98

Total Current Assets 479,233.04

Fixed Assets

Accumulated Depreciation	-33,944.00
Computer Equipment	51,816.97
Software Costs	45,000.00
Telco Equipment	83,039.75

Total Fixed Assets 145,912.72

TOTAL ASSETS 625,145.76

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable 497,372.20

Total Accounts Payable 497,372.20

Credit Cards

CapitalOne Visa	-102.00
Credit Card at American Express	6,304.01
Delta Sky Miles AMEX	6,125.94
Quickbooks Platinum Plus	1,422.24
Staples	350.59

Total Credit Cards 14,100.78

DeITel, Inc.
Balance Sheet
As of September 23, 2004

Sep 23, 04

Other Current Liabilities

AXEX Finance	-486.83
Dell Loan 501-6143090-003	-949.24
Dell Revolving Account	5,201.16
Ginsberg Note	-713.35

Total Other Current Liabilities 3,051.74

Total Current Liabilities 514,524.72

Long Term Liabilities

end70 Loan 10,000.00

Total Long Term Liabilities 10,000.00

Total Liabilities 524,524.72

Equity

Capital Stock 50,000.00

Opening Bal Equity 4,622.37

Retained Earnings -14,960.79

Net Income 60,959.46

Total Equity 100,621.04

TOTAL LIABILITIES & EQUITY 625,145.76

DeITel, Inc.
Profit & Loss

October 1, 2003 through September 23, 2004

	<u>Oct 1, '03 - Sep 23, 04</u>
Ordinary Income/Expense	
Income	
PBNext Call	-139.65
PBNext COGS	74,150.00
PBNext Monthly Fee	1,712,876.36
PBNext Setup Fee	87,182.87
Phones	
ST2112-PB Phone	7,496.94
Phones - Other	1,078,029.98
Total Phones	<u>1,085,526.92</u>
Sales	27,740.00
Services	111,149.14
Software Sales	4,510.00
VoiceCast Dials	83,292.79
VoiceCast Setup	3,500.00
Total Income	<u>3,189,788.43</u>
Cost of Goods Sold	
Cost of Goods Sold	932,756.28
PBNext Phone	-15,425.64
Total COGS	<u>917,330.64</u>
Gross Profit	2,272,457.79
Expense	
Automobile Expense	36,067.88
Bank Service Charges	
Merchant Account Fees	57,531.21
UNIM - NSF FEES	978.00
Bank Service Charges - Other	2,662.36
Total Bank Service Charges	<u>61,171.57</u>
Dues and Subscriptions	4,710.44
Equipment Rental	
Equipment Lease	229.73
Equipment Rental - Other	56,785.97
Total Equipment Rental	<u>57,015.70</u>
Gifts	862.38
Insurance	
Liability Insurance	1,929.00
Work Comp	2,509.63
Insurance - Other	40,991.73
Total Insurance	<u>45,430.36</u>
Interest Expense	
Finance Charge	559.20
Interest Expense - Other	497.57
Total Interest Expense	<u>1,056.77</u>

DeITel, Inc.
Profit & Loss

October 1, 2003 through September 23, 2004

	<u>Oct 1, '03 - Sep 23, 04</u>
Licenses and Permits	
Tarriffing	4,920.00
Licenses and Permits - Other	651.00
Total Licenses and Permits	<u>5,571.00</u>
Miscellaneous	2,588.18
Office Supplies	4,741.45
Outside Services	
Customer Service	83,202.12
eBay API	828.44
Telco Tax Services	10,978.22
Outside Services - Other	145,474.49
Total Outside Services	<u>240,483.27</u>
Payroll Expenses	580,035.31
PBNext Commissions	
UNIMPBNext Recurring Commissoin	395,947.12
UNIMPBNext Setup Fee Commission	183,144.25
PBNext Commissions - Other	3,199.99
Total PBNext Commissions	<u>582,291.36</u>
Postage and Delivery	35,090.84
Pre Pay Discount	480.00
Printing and Reproduction	31,407.53
Professional Fees	
Accounting	1,100.00
Legal Fees	53,674.53
Total Professional Fees	<u>54,774.53</u>
Rent	105,724.00
Repairs	1,639.10
Software	12,487.36
Taxes	
Property	1,041.36
State	100.00
Taxes - Other	10,968.63
Total Taxes	<u>12,109.99</u>
Telco Taxes	
USF	0.54
Telco Taxes - Other	13,045.40
Total Telco Taxes	<u>13,045.94</u>
Telecommunication	
Co-Location	43,070.09
Internet T1	8,453.16
Local PRI	13,046.30
MFS - DS1	1,946.60
MFS - DS3	22,612.42

DeITel, Inc.
Profit & Loss

October 1, 2003 through September 23, 2004

	<u>Oct 1, '03 - Sep 23, 04</u>
Resporg Fees	27,588.19
Usage	120,188.76
Telecommunication - Other	6,795.01
Total Telecommunication	<u>243,700.53</u>
 Telephone	
Cellular	13,945.16
Telephone - Other	5,457.22
Total Telephone	<u>19,402.38</u>
 Trade Show Expense	11,032.87
Travel & Ent	
Meals	18,451.30
Travel & Ent - Other	32,300.24
Total Travel & Ent	<u>50,751.54</u>
 Utilities	
Water	2,857.99
Total Utilities	<u>2,857.99</u>
 Total Expense	<u>2,216,530.27</u>
 Net Ordinary Income	55,927.52
 Other Income/Expense	
Other Income	
Interest Income	31.94
Other Income	5,000.00
Total Other Income	<u>5,031.94</u>
 Net Other Income	<u>5,031.94</u>
 Net Income	<u>60,959.46</u>

EXHIBIT E

Proposed Tariff

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Carolina by DELTEL, INC. This tariff is on file with the South Carolina Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: DELTEL, INC., 610 Newport Center Drive, Suite 330, Newport Beach, CA 92660.

Issued:

Effective:

Issued by: Kirk Waldfogel, President
DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

CHECK SHEET

The title page and pages 1-38 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original		
20	Original		

* New or Revised Pages

Issued:

Effective:

Issued by: Kirk Waldfogel, President
DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued:

Effective:

Issued by: Kirk Waldfogel, President
DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued:

Effective:

Issued by: Kirk Waldfogel, President
DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate intraLATA and interLATA telecommunications Services within the State of South Carolina by DELTEL, INC. (hereinafter "Company").

Issued:

Effective:

**Issued by: Kirk Waldfogel, President
 DELTEL, INC.
 610 Newport Center Drive, Suite 330
 Newport Beach, CA 92660**

EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

Issued:

Effective:

**Issued by: Kirk Waldfogel, President
DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660**

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Issued:

Effective:

Issued by: Kirk Waldfogel, President
DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

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DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

1. DEFINITION OF TERMS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

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Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

South Carolina Public Service Commission

Company

DELTEL, INC.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

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Newport Beach, CA 92660

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

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LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

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Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

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Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the South Carolina Public Service Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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2. RULES AND REGULATIONS**2.1. Description and Limitations of Services**

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.8.3, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. For business customers, service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.1.7. Service will be provided until canceled, by the Customer on reasonable notice and, for business customers, not less than thirty (30) days' oral or written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

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- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

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610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a

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portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, except for sums owing for 900 and 900-type service, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff. The Company agrees that any cancellation of service shall be in full compliance with all applicable rules and regulations of the Commission, including Commission Rules 103-622,625 and 626. Any conflicts that exist between these tariff provision and applicable Commission rules will be resolved in favor of the Rules, as interpreted by the Commission.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:
- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

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- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used, excluding charges for 900 and 900-type services;
- 2.5.2.E. in the event of unauthorized use.
- 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity. No charges will be levied by the Company for incomplete calls.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.

2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula: Credit = $\frac{A}{720} \times B$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

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- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts - excluding amounts for 900 and 900-type calls and non-regulated items unless otherwise provided by law - in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

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- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes a security deposit is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as a security deposit. This will be applied against the next month's charges if necessary, and a new security deposit will be collected for the next month, not to exceed two months in total. All security deposits will be handled by the Company in compliance with all applicable Commission Rules and Regulations.
- 2.8.4. Disputes with respect to charges should be presented to the Company in writing within thirty days from the date the invoice is rendered. The time for submitting such disputes shall not exceed the applicable statute of limitations.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. The Company does not require deposits from Customers, except as set forth in section 2.8.3, above.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Tax and Fee Adjustments
- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.
- 2.10.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

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2.11. Method for Calculation of Airline Mileage

- 2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

- 2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY:	From 8:01 AM to 5:00 PM Monday - Friday
EVENING:	From 5:01 PM to 11:00 PM Monday - Friday and Sunday
NIGHT/WEEKEND:	From 11:01 PM to 8:00 AM Everyday From 8:01 AM to 11:00 PM Saturday From 8:01 AM to 5:00 PM Sunday

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2.13. Special Customer Arrangements

- 2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

- 2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

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3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

- 3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customer's Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

- 3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Switched Outbound Service

- 3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.4. Timing of Calls

- 3.4.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

- 3.4.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.5. Minimum Call Completion Rate

- 3.5.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

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4. CURRENT RATES AND CHARGES

4.1. Usage Rates

- 4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Switched Inbound Usage Rates**PBNext BASIC**

This Plan is formulated for a single user. Customers subscribing to the PBNext Basic Plan incur a \$29.95 per month service charge, in addition to the per minute usage charge set forth herein.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.08	\$0.08

PBNext STANDARD

This Plan is formulated for two users. Customers subscribing to the PBNext Standard Plan incur a \$39.95 per month service charge, in addition to the per minute usage charge set forth herein.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.08	\$0.08

PBNext PREMIUM

This Plan is formulated for up to five users. Customers subscribing to the PBNext Premium Plan incur a \$49.95 per month service charge, in addition to the per minute usage charge set forth herein. Each additional user incurs a non recurring charge of \$14.95 and a recurring charge of \$9.95.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.08	\$0.08

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4.3. Switched Outbound Usage Rates**PBNEXT BASIC**

This Plan is formulated for a single user. Customers subscribing to the PBNext Basic Plan incur a \$29.95 per month service charge, in addition to the per minute usage charge set forth herein.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.112	\$0.112

PBNEXT STANDARD

This Plan is formulated for two users. Customers subscribing to the PBNext Standard Plan incur a \$39.95 per month service charge, in addition to the per minute usage charge set forth herein.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.112	\$0.112

PBNEXT PREMIUM

This Plan is formulated for up to five users. Customers subscribing to the PBNext Premium Plan incur a \$49.95 per month service charge, in addition to the per minute usage charge set forth herein. Each additional user incurs a non recurring charge of \$14.95 and a recurring charge of \$9.95.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.112	\$0.112

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4.4. Special Promotional Offering

- 4.4.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.5. Emergency Calls

- 4.5.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.6. Payphone Use Service Charge

- 4.6.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.30.

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5. MAXIMUM RATES- RESIDENTAL

5.1. Usage Rates

- 5.1.1. The following are the maximum per minute usage charges which apply to residential calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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5.2. Switched Inbound Usage Maximum Rates**PBNext BASIC**

This Plan is formulated for a single user. Customers subscribing to the PBNext Basic Plan incur a \$29.95 per month service charge in addition to the following maximum per minute usage charges.

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.16	\$0.16

PBNext STANDARD

This Plan is formulated for two users. Customers subscribing to the PBNext Standard Plan incur a \$39.95 per month service charge in addition to the following maximum per minute usage charges.

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.16	\$0.16

PBNext PREMIUM

This Plan is formulated for up to five users. Customers subscribing to the PBNext Premium Plan incur a \$49.95 per month service charge in addition to the following maximum per minute usage charges. Each additional user incurs a non recurring charge of \$14.95 and a recurring charge of \$9.95.

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.16	\$0.16

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5.3. Switched Outbound Usage Maximum RatesPBNext BASIC

This Plan is formulated for a single user. Customers subscribing to the PBNext Basic Plan incur a \$29.95 per month service charge in addition to the following maximum per minute usage charges.

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.224	\$0.224

PBNext STANDARD

This Plan is formulated for two users. Customers subscribing to the PBNext Standard Plan incur a \$39.95 per month service charge, in addition to the maximum per minute usage charge set forth herein.

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.224	\$0.224

PBNext PREMIUM

This Plan is formulated for up to five users. Customers subscribing to the PBNext Premium Plan incur a \$49.95 per month service charge, in addition to the maximum per minute usage charge set forth herein. Each additional user incurs a non recurring charge of \$14.95 and a recurring charge of \$9.95.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.224	\$0.224

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5.4. Special Promotional Offering

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5.5. Emergency Calls

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5.6. Payphone Use Service Charge

- 5.6.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.30.

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6. MARKETING GUIDELINES

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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